



CONSERVATION AGREEMENT

between the

**Minister for Sustainability, Environment, Water, Population and
Communities**

on behalf of the

COMMONWEALTH OF AUSTRALIA

and

MR SUCKCHAIN SINGH

and

MRS JOGINDER SINGH

pursuant to the

***ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT
1999***

in relation to

**Restoration, protection and conservation of riparian areas of Stony Creek
and a tributary of Cedar Creek, known as Double Barrel Creek**

located within the property at 12 Butler Road, Bingil Bay

in the

STATE OF QUEENSLAND

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SCHEDULES

Schedule 1: *Imagery identifying the area of land to be subject to the Conservation Agreement including areas for restoration.*

Schedule 2: *A list of areas excluded from Restoration Areas/Restoration Works.*

THIS CONSERVATION AGREEMENT is made on 30 day of April 2012.

PARTIES

This is an agreement between:

Parties

Minister

The Minister for Sustainability,
Environment, Water, Population and
Communities, on behalf of the
Commonwealth of Australia

An Authorised Delegate of the Minister:

Ms Kimberley Dripps
Deputy Secretary
Department of Sustainability, Environment,
Water, Population and Communities on
behalf of the Commonwealth of Australia

ABN/ACN/ARBN 34 190 894 983

Address Department of Sustainability, Environment,
Water, Population and Communities
GPO Box 787
CANBERRA ACT 2601

Telephone 02 6274 2760

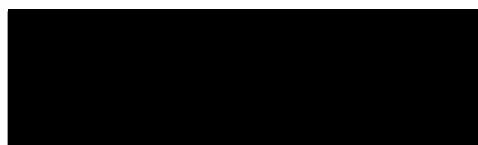
Fax 02 6274 1607

Attention Assistant Secretary
Compliance and Enforcement Branch
Approvals and Wildlife Division

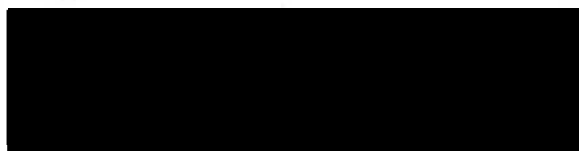
**Specified
Persons**

Name Mr Suckchain Singh and
Mrs Joginder Singh

Address



Or



LOCATION

This Agreement relates to the restoration, protection and conservation of riparian areas along Stony Creek and a tributary of Cedar Creek, known as Double Barrel Creek, within the Property located at 12 Butler Road, Bingil Bay, Queensland. The Agreement applies to the Property and requires the rehabilitation works to be taken ~~within the Conservation Area. The Conservation Area is detailed in the map at~~ Schedule 1, being the riparian areas of a tributary of Cedar Creek, known as Double Barrel Creek, and Stony Creek within the Property, located within the purple boundary described as 'Habitat Corridor Outline', including those areas marked in blue (restoration area).

PURPOSE

- A. Subsection 307A of the EPBC Act provides that the Minister may, on behalf of the Commonwealth, enter into a conservation agreement with a person if the Minister considers that an action taken by a person has contravened or may have contravened a provision of Part 3. The Minister may enter into a conservation agreement with the person that provides for the protection and conservation of a matter referred to in section 305 by providing for the taking of measures to repair or mitigate damage to the matter protected by the provision of Part 3 (whether or not the damage may or will be, or has been, caused by the action).
- B. The purpose of this conservation agreement is (i) for the Minister to specify the area of land that will be rehabilitated, protected and conserved as a Conservation Area (ii) to ensure the ongoing protection and maintenance of this Conservation Area as Essential Cassowary Habitat to provide a movement corridor for the endangered Southern Cassowary (*Casuaris casuaris johnsonii*), which is the matter protected under Part 3 of the EPBC Act, and (iii) to repair or mitigate damage caused by clearing of essential cassowary habitat from the property.
- C. The specified provisions of this Agreement relate to the protection and conservation of biodiversity in the Australian jurisdiction referred to in section 305 of the EPBC Act and the repairing and mitigating of damage as further provided in subsection 307A of the EPBC Act.
- D. The Specified Persons are the title-holders of the Property.
- E. The Property is located to the south west of the Clump Mountain National Park. The Djiru National Park World Heritage Area abuts the Property to the south and west. The Property contains tributaries of Cedar Creek, including one known as Double Barrel Creek, and Stony Creek which together form part of the Muff Creek catchment. Remnant vegetation on the Property is identified as Essential Cassowary Habitat and the Property provides a corridor for cassowaries to move between the Djiru National Park World Heritage Area and the Clump Mountain National Park.

CIRCUMSTANCES

From June 2007 until June 2010 the Specified Persons, or an agent working on his or her behalf or direction, undertook clearing of native vegetation throughout the Property. This native vegetation clearance has resulted in the removal and disturbance of Essential Cassowary Habitat.

The property has been subject to impacts of Cyclones in the past, these impacts are not subject to this agreement.

During the period of such clearance from June 2007 until June 2010 the Specified Persons did not hold an approval to clear such native vegetation under Part 9 of the EPBC Act.

This clearing and disturbance has, or is likely to have, a significant impact on the Southern Cassowary (*Casuarius casuararius johnsonii*), listed as endangered under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act).

Section 18(3) of the EPBC Act relevantly provides:

A person must not take an action that:

- (a) has or will have a significant impact on a listed threatened species included in the endangered category; or*
- (b) is likely to have a significant impact on a listed threatened species included in the endangered category.*

Civil penalty:

- (a) for an individual – 5,000 penalty units;*
- (b) for a body corporate – 50,000 penalty units.*

THE UNDERTAKING

Without conceding that it has breached the EPBC Act or any other Act, but acknowledging that the activities of the Specified Persons or an agent engaged by specified persons has contravened or may have contravened a provision of Part 3 of the EPBC Act, agree to enter into a Conservation Agreement under subsection 307A of the EPBC Act.

OPERATIVE PART

1 Interpretation

1.1 In this Agreement, unless a contrary intention appears:

Agreement means this Conservation Agreement made under Part 14 of the EPBC Act and signed by all the Parties.

Conservation Area means all of the areas approximately located within the purple boundary described as 'Habitat Corridor Outline' described in the attached figure at Schedule 1 and located within the Property. For the avoidance of doubt the definition of Conservation Area does not include existing infrastructure such as access tracks and laydown areas that are currently being used for the management of the Property and any infrastructure currently located within the Conservation Area whether owned and operated by the Specified Persons or any other agency as identified in Schedule 2.

The Department means the department responsible for the implementation of the *Environment Protection and Biodiversity Conservation Act 1999*, currently called the Australian Government Department of Sustainability, Environment, Water, Population and Communities.

Declared weeds mean pest plant species targeted for control under State legislation that have or could have serious economic, environmental or social impacts.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* and any statutory modification, substitution or re-enactment of that legislation or legislative provision.

Essential Cassowary Habitat means the habitat necessary for the persistence of Southern Cassowary populations in perpetuity and critical to the survival of the Southern Cassowary. These areas extend from the entire coastal area just north of Townsville to Cooktown and have been mapped in the Wet Tropics by Queensland Environmental Protection Agency (now Department of Resource Management) and are based on Regional Ecosystem mapping.

Habitat Corridor Outline means the outer boundary of the Conservation Area marked in purple in the attached figure at Schedule 1.

Minister means the Minister administering the EPBC Act or a delegate of the Minister under the EPBC Act (in this case the position of Assistant Secretary, Compliance and Enforcement Branch of the Department).

Parties means the two parties to this Agreement, being (i) the Minister and (ii) the Specified Persons, and/or their legal successors and permitted assigns, and for avoidance of doubt, includes any person bound by this Agreement as a result of section 307(c) of the EPBC Act.

Property means the property at 12 Butler Road, Bingil Bay, Queensland, consisting of several parcels of land, namely Lot 5 RP747212, Lot 2 RP747211, Lot 4 RP747211, Lot 4 RP709316, Lot 82 RP706791, Lot 5 RP709316, Lot 2 NR5412 and Lot 162 N157350, Lot 1 CP898564, Lot 3 CP898564,.

Queensland means the State of Queensland in Australia.

Rehabilitation Plan means the vegetation rehabilitation plan prepared by a suitably qualified ecologist as detailed in paragraph 3.2 of this Conservation Agreement.

Rehabilitation works means activities identified for implementation in the expert's Rehabilitation Plan to achieve a self sustaining vegetated Conservation Area.

Restoration area means the areas marked approximately in blue in the attached figure at Schedule 1 (but excluding the areas referred to in Schedule 2) and located within the Conservation Area.

Remediation Provision has the meaning given by subsection 307A (3) of the EPBC Act.

Specified Persons means Mr Suckchain Singh and Mrs Joginder Singh as the joint registered title-holders of the Property. For avoidance of doubt, the Specified Persons jointly constitute one Party to this Agreement, this is not a severable right and each of Mr Suckchain Singh and Mrs Joginder Singh cannot act independently under this Agreement as a party.

Southern Cassowary means the *Casuarius casuarius johnsonii* which is listed as an endangered species under the EPBC Act.

Suitably Qualified Ecologist means an ecologist or biologist that (i) has appropriate educational qualifications and/or (ii) has gained experience working as an ecologist or biologist for a minimum of 5 years in an area related to rainforests.

Writing means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) any Schedule or any attachments form part of this Agreement;

- (i) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of a Schedule or attachment (if any), the terms and conditions of the clauses prevail;
 - (j) reference to a Schedule or an attachment is a reference to a Schedule or an attachment to this Agreement, including as amended or replaced from time to time.
-

- 1.3 This Agreement records the entire agreement in relation to its subject matter.
- 1.4 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

2 Commencement and Duration

- 2.1 This Agreement commences on the date on which it is executed by all the Parties to this Agreement.
- 2.2 Subject to clause 8.1 below, this Agreement will remain in force until the earlier to occur of:
 - (a) The Parties jointly agree in writing to terminate this Agreement.
 - (b) This Agreement is terminated in accordance with the provisions of the EPBC Act.
 - (c) Following receipt of the final monitoring report described in Clause 3.2d (viii) to this agreement.
- 2.3 This Agreement has the effect of binding the parties for the duration of this Agreement (see clause 8.1 as to the termination/variation of this Agreement), except for any obligations, rights and liabilities that may continue to exist under common law or statute.

3 Obligations of the Specified Persons in respect of the Protection and Conservation of the Southern Cassowary

- 3.1 The Specified Persons will undertake the following duties:
 - (a) Establish the Conservation Area within the Habitat Corridor Outline (as shown in **Schedule 1**) as an area for the restoration, conservation and protection of Essential Cassowary Habitat, and which, for avoidance of doubt, includes the following:
 - The riparian areas of Stony Creek located within parts of Lot 5 RP709316, Lot 82 RP706791, Lot 2 RP747211 and Lot 5 RP747212; and
 - The riparian areas of a tributary of Cedar Creek, known as Double Barrel Creek, located within parts of Lot 5 RP709316, Lot 2 NR5412, Lot 162 N157350 and Lot 5 RP717212.
- 3.2 The Specified Persons will agree to the following duties:
 - (a) The Specified Persons agree that they will:

- (i) Within ninety (90) calendar days of receipt of the signed Conservation Agreement submit to the Minister for approval a Rehabilitation Plan (plan) for the Conservation Area within the Habitat Corridor Outline identified in **Schedule 1**. The Rehabilitation Plan must be prepared by a Suitably Qualified Ecologist. All documentation must be addressed to the Assistant Secretary, Compliance and Enforcement Branch, Environment Assessment and Compliance Division, Department of Sustainability, Environment, Water, Population and Communities, GPO Box 787, CANBERRA 2601;
- (ii) The Rehabilitation Plan must detail all actions to be undertaken and timeframes for each action to be completed to achieve the following:
- a) the Conservation Area must be clear of any banana plants and infrastructure (excluding access tracks and laydown areas that are currently being used for the management of the farm and any infrastructure currently within the conservation area owned and operated by the Specified Persons or any other agency and as identified in **Schedule 2**);
 - b) an initial weed control programme must be undertaken to eradicate weeds within the Conservation Area prior to undertaking rehabilitation works. The eradication and management of weeds must use the methods recommended by the relevant Queensland Government Department, currently available on the Queensland Department of Primary Industries and Fisheries website (<http://www.dpi.qld.gov.au/27>) ;
 - c) the Restoration Area (excluding areas identified in **Schedule 2**) must be planted with suitable indigenous species, corresponding to species identified within Essential Cassowary Habitat, to facilitate movement of cassowaries through Stony Creek and a tributary of Cedar Creek, known as Double Barrel Creek, habitat corridor. The initial planting works must be completed within 2 years of commencing rehabilitation works;
 - d) the Conservation Area must be rehabilitated to achieve a self sustaining rainforest ecosystem within 5 years of commencement of rehabilitation works through regular eradication and management of weeds as detailed in the approved Rehabilitation Plan and to the reasonable satisfaction of the Department.
- (iii) Any comments made by the Minister on the submitted Rehabilitation Plan must be addressed in a revised plan to be submitted for approval within fourteen (14) business days of receiving comments.

- (iv) The implementation of the approved Rehabilitation Plan must be commenced by the Specified Persons within thirty (30) business days of the date of approval of the plan.
- (v) The Specified Persons must inform the department in writing of the commencement of any rehabilitation works detailed within the approved Rehabilitation Plan within 5 business days of commencing such works. The Specified Persons must inform the Department in writing if they do not achieve any of the requirements of the Rehabilitation Plan, such notification should occur within 5 business days of lack of achievement of such requirements.
- (vi) The rehabilitation works by the Specified Persons must be monitored annually for at least 5 years from the date of commencement of such works, by a suitably qualified ecologist. If such a Conservation Area has not been achieved at the end of the 5 year period, further works over a defined period of time as identified by the suitably qualified ecologist must be undertaken by the Specified Persons and provided for in an addendum to the existing Rehabilitation Plan to be approved by the Minister.
- (vii) On-going monitoring of weeds within the Conservation Area must be undertaken bi-annually for at least 5 years from the date of commencement of rehabilitation works to ensure early detection and eradication.
- (viii) The Specified Persons must provide a monitoring report, prepared by the suitably qualified ecologist, to the Department within three months of the second and fifth anniversary of the commencement of this agreement. If the Department considers that the annual monitoring report does not sufficiently address any issues, the Department can:
 - a) Firstly, request the Specified Persons prepare and submit further details to be provided in an additional monitoring report. Such request is to be made by the Department within 30 days of receipt by the Department of the monitoring report to which the request relates. Such request by the Department must clearly state the issues which the Department believes has not been sufficiently addressed and is to be supported by a reasonably detailed explanation of the reasons why the Department considers the monitoring report does not sufficiently address an issue. The Specified Persons must provide further details in an additional monitoring report within 30 days of receipt of such request from the Department.
 - b) If, despite subclause a) above, the Department, on a reasonable basis, believes the monitoring report still does not sufficiently address any issues, the Department may within 14 days of the end of the period referred to in subpara a) above, request in writing an additional

monitoring report be prepared by the suitably qualified ecologist within a reasonable period of time (which period shall not be less than 30 days following receipt of a request pursuant to this subclause b) and shall not, unless exceptional circumstances (such as a tropical cyclone) exist, be more than 90 days following receipt of such request under this subclause b). Such additional monitoring report shall, if the issues to which it relates are deemed material by the Suitably Qualified Ecologist, be updated in an addendum to the Rehabilitation Plan (such addendum to be approved by the Minister).

(ix) The Specified Persons must maintain detailed and adequate records of all actions undertaken under this Conservation Agreement and the Rehabilitation Plan, including monitoring reports. These must be kept for at least the term of the Agreement and made available to the Department within 14 days upon receipt by the Specified Persons of a written request from the Department.

(b) The Specified Persons agree to do the following within the Conservation Area:

- (i) the Specified Persons must not clear any native vegetation;
- (ii) the Specified Persons must not install any new tracks or infrastructure within the Conservation Area (excluding maintenance and upgrading of existing tracks and infrastructure);
- (iii) the Specified Persons must not consent to the entry of any vehicles except when being used for the purposes of weed management, bushfire management or monitoring of rehabilitation works (the use of existing tracks for farm management and operational purposes is exempt);
- (iv) the Specified Persons must take reasonable steps to prevent entry of domestic and/or farm animals, including dogs and cats, into the Conservation Area.

3.3 The Specified Persons are not responsible for damage caused to the Conservation Area resulting from natural events such as cyclone or flood and the parties agree any damage occurring from such natural events will not be considered such that it would adversely affect the Specified Persons pursuant to this Agreement.

3.4 All costs incurred by the Specified Persons in respect of implementing this Conservation Agreement will be borne by the Specified Persons.

4 *Notification of Change of Control*

- 4.1 The Specified Persons shall promptly notify the Department of any arrangement entered into in writing to effect any change of control or land title of the Conservation Area, or any portion of the Conservation Area. That notice shall be provided within 14 business days of any such arrangement, will detail the name and address of all parties to the arrangement and specify the nature of the change of control or land title. The Specified Persons shall ensure that any party that enters into an agreement as to the change of control or land title of the Property is informed prior to entering into such agreement of the terms of this Agreement and of the effect of section 307(c) of the EPBC Act.

5 *Representations, warranties and certifications*

- 5.1 The Specified Persons hereby represent and warrant that they are the sole registered title-holders of the Property.
- 5.2 The Minister certifies that he/she is satisfied that the implementation of this Agreement provides for the protection and conservation of biodiversity by providing for the repairing and mitigating of damage to a matter protected by Part 3 of the EPBC Act. The Minister certifies that this Agreement will result in a net benefit to the conservation of biodiversity by providing for the conservation of Essential Cassowary Habitat and that it is not inconsistent with a recovery plan, threat abatement plan or wildlife conservation plan for the Southern Cassowary, and under s.305 (3A) he/she has regard to approved conservation advice for the species.
- 5.3 The Minister and/or the Ministers delegate acknowledges and agrees that, on the basis that the Specified Persons enter into this conservation agreement, the Minister will not pursue further action against the Specified Persons in relation to the activity, works or impacts referred to in this Agreement.

6 *Assignment and novation*

- 6.1 The Specified Persons must not novate any or all of their rights, obligations and liabilities, and must not assign any or all of their rights, obligations and liabilities under this Agreement, without obtaining prior approval in writing from the Minister.

7 *Dispute resolution*

- 7.1 Any dispute arising during the course of this Agreement will be dealt with as follows:
- (a) first, the Party claiming that there is a dispute will send to the other Party a notice setting out the nature of the dispute ('Notice');
 - (b) secondly, the Parties will try to resolve the dispute by direct negotiation between themselves;

- (c) thirdly, if not resolved, the Parties have 10 business days from the date of the Notice to reach a resolution, or to agree to a longer period within which to reach resolution, or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
- (d) fourthly, if not resolved, the Parties will try to resolve the dispute by arbitration at a tribunal agreed by the Parties or if there is no agreement, at a nationally accepted arbitration tribunal that is suitable for hearing this type of dispute; and
- (e) lastly, if:
 - (i) there is still no resolution or agreement; or
 - (ii) there is a submission to mediation, arbitration or some other form of alternative dispute resolution procedure, but there is no resolution within 30 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 30 business days' period, then, the parties may commence legal proceedings.

7.2 Despite the existence of a dispute, the Parties will (unless requested by the other Party in writing not to do so) continue to perform their obligations under this Agreement.

7.3 This clause does not preclude any party from commencing legal proceedings for urgent interlocutory relief under the EPBC Act.

8 Termination or variation of agreement

8.1 This Agreement may be terminated or varied in the manner specified by the EPBC Act, including for avoidance of doubt, the provisions for variation and termination of conservation agreements detailed in section 308 of the EPBC Act or as specified in Clause 2.4 of this agreement.

9 Remediation Provisions

9.1 In accordance with section 307A of the EPBC Act, provisions of this Agreement may be specified as being provisions that may be enforced in the Federal Court. For this purpose the Parties agree that sections 3, 4, 5, 6, 8, 9, 10 and 11 of this Agreement are specified provisions under section 307A(3) of the EPBC Act for the taking of measures as mentioned in section 307A(2) of the EPBC Act.

9.2 For the purposes of section 307A(4) of the EPBC Act, the Minister or his delegate has considered that the action of clearing native vegetation comprising Essential Cassowary Habitat on the Property, as taken by the Specified Persons (or an agent acting on their behalf) from June 2007 until June 2010 has contravened or may have contravened section 18(3) of the EPBC Act.

10 Waiver

10.1 If any party does not exercise (or delays in exercising) any of its rights, obligations and/or liabilities that failure or delay does not operate as a waiver of those rights, obligations and/or liabilities.

10.2 Whole or partial exercise by any party of any of its rights, obligations and/or liabilities does not prevent the further exercise of any right, obligation and/or liability.

11 Costs

11.1 Each Party will bear their own costs of and in relation to this Agreement unless otherwise provided in this Agreement.

12 Notification of matters adversely affecting the Conservation Area and Essential Cassowary Habitat within the Property

12.1 The Specified Persons will:

- a) advise the Department within 14 days of any proposed or actual action in material particular, or event, including actions proposed or undertaken by a third party, which could materially adversely affect the Conservation Area and Essential Cassowary Habitat within the Property;
- b) respond within a reasonable time to all communications from the Department relating to the Agreement.

13 Notices

13.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

- a) if given by the Specified Persons to the Commonwealth – marked for the attention of the Compliance Section (Qld) , Compliance and Enforcement Branch, Environment Assessment & Compliance Division of the Department of Sustainability, Environment, Water, Population and Communities, GPO Box 787 Canberra ACT 2601 or as otherwise notified by the Commonwealth; or
- b) if given by the Commonwealth to the Specified Persons – sent to the address as listed in this Agreement (as well as by email) or any subsequent address as advised to the Compliance Section (Qld) of the Department.

13.2 Any notice, request or other communication must be delivered by hand or sent by registered pre-paid post and may be transmitted electronically.

13.3 A notice, request or other communication will be deemed to be received:

- a) if delivered by hand, upon delivery;

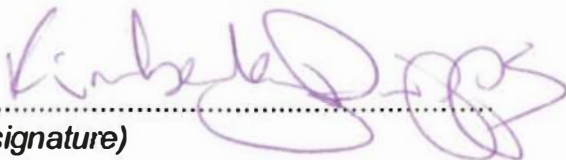
- b) if sent by pre-paid ordinary post within Australia, to a place within the mainland of Australia, upon the expiration of 10 business days after the date on which it was sent; and
 - c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
-

14 *Governing law and jurisdiction*

14.1 This Agreement is governed by the law of Australia. The courts of Australia have the jurisdiction to hear any dispute arising out of this Agreement.

SIGNED AS AN AGREEMENT

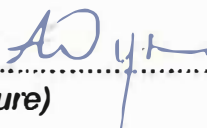
SIGNED for and on behalf of the
COMMONWEALTH of AUSTRALIA
by


.....
(signature)

Kimberley Dripps
Deputy Secretary
Department of Sustainability, Environment, Water, Population and Communities

Date: 30.4.12

In the Presence of Witness:


.....
(signature)


.....
(name)

SIGNED by the Specified Persons (Mr Suckchain Singh and Mrs Joginder Singh)



Signature of Mr Suckchain Singh

SUCKCHAIN SINGH

Print name of Mr Suckchain Singh

Date:

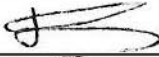
In the Presence of Witness:



.....
(signature)

HAREET SINGH

.....
(name)



Signature of Mrs Joginder Singh

Joginder Singh

Print name of Mrs Joginder Singh

Date:

In the Presence of Witness:


.....
(signature)

HARKEET SINGH
.....
(name)

Schedule 1 to Conservation Agreement. 12 Butler Rd Bingil Bay. QLD



Legend

- Reference Points
- Habitat Corridor Outline
- Property Boundaries
- Restoration Areas

Produced by the Environmental Resources Information Network (ERIN).
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Imagery - 45cm pixel
Queensland Government
Department of Natural Resources, Mines and Water.
4th, 5th, 6th, 23rd and 26th August 2006

Coordinate System: GCS GDA 1994
Datum: GDA 1994

Scale = 1:5,000

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Australian Government
Department of Sustainability, Environment,
Water, Population and Communities

SCHEDULE 2

Areas excluded from the Restoration area/restoration works

Area identification as marked on Schedule 1	Approximate extent of the area excluded	Reason
3	20m x20m	Lay down area
Between 6 and 7	To be determined by the expert in the Rehabilitation Plan report. No greater than 10m wide.	Silt management
Between 6 and 31	10m wide	Existing track
Between 11 and 16	5m wide	Weed control ditches
Between 28 to 31 and 28 to 10		Those areas of the property subject to works undertaken by Ergon Energy in maintaining high voltage transmission lines as shown in Schedule 3
Between 31 and 32		Existing dam
Between 57 and 67	10m wide	Existing track
Area between 67 and 68 <i>Please note that the boundary of the conservation area (habitat corridor outline) has been moved to the left from point 68 to reflect the area requiring restoration (marked in blue)</i>	Area beyond 15 m from the top of the creek bank.	Existing banana plants removed from riparian zone and native vegetation restored.
68 south of existing road		Lay down area
69	20m x 20m	Lay down area and turning area
Between 53 and 68	10m wide	Existing road
Between 46 and 75	20 metres wide	Existing road and dam wall and water pump infrastructure
Between 40 and 41	5m	Existing track
Between 40 and 80	5m	Existing track
Between 49 and 74	5m	Existing track